



# OLD REPUBLIC

## TITLE COMPANY

*Our Experience-Your Advantage*

**Primary Owner:** PRICE BENJAMIN M

**Secondary Owner:**

**Mail Address:** 765 COVEY CT

REDDING CA 96003

**Site Address:** 1226 BAY ST

EUREKA CA 95501

**County:** HUMBOLDT

**Assessor Parcel Number:** 002-182-03

**Housing Tract Number:**

**Lot Number:**

**Page Grid:**

**Legal Description:**

### Property Characteristics

Bedrooms :	Year Built :	Square Feet :
Bathrooms :	Garage :	Lot Size :
Total Rooms :	Fireplace :	Number of Units : 0
Zoning :	Pool :	Use Code : Single Family Residential
No of Stories :		
Building Style :		

### Sale Information

Transfer Date :	Seller :	
Transfer Value : N/A	Document # :	Cost/Sq Feet : N/A
Title Company :		

### Assessment & Tax Information

Assessed Value : \$34,015	Percent Improvement : 38.62%	Homeowner Exemption : H
Land Value : \$20,877	Tax Amount : \$288.78	Tax Rate Area : 3-000
Improvement Value : \$13,138	Tax Account ID :	Tax Status :
Market Improvement Value :	Market Land Value :	Market Value :
Tax Year : 2010		

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**Old Republic Title Company**  
**Stanislaus**

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY

Recording Requested By: ..  
GMAC Mortgage Corporation

Return To:  
GMAC Mortgage Corporation

200 Century Parkway, Mount  
Laurel, NJ 08054

Prepared By:  
Judi DeLaurentiis

**2004-30744-8**

Recorded — Official Records  
Humboldt County, California  
Carolyn Crnich, Recorder

Recorded by First American Title Ins Co  
Rec Fee 28.00  
Combined Doc 14.00  
Clerk: LH Total: 42.00  
Sep 10, 2004 at 13:08

2256590/14105

**DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT**

THIS DEED OF TRUST is made this 15 day of June, 2004, among the Trustor,  
Benjamin M. Price, MIN 100037506853851641

whose address is 1226 Bay St, Eureka, CA 95501

Executive Trustee Services, Inc.

(herein "Borrower"),

(herein "Trustee"), and the Beneficiary,  
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. GMAC Mortgage Corporation

(herein "Lender") is organized and  
existing under the laws of Commonwealth of Pennsylvania, and has an address of  
200 Century Parkway, Mount Laurel, NJ 08054

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Humboldt, State of California:

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 002-182-003-000. Description contained in Exhibit A attached

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE INSURANCE  
COMPANY AS ACCOMODATION ONLY. IT  
HAS NOT BEEN EXAMINED AS TO ITS  
EXECUTION OR AS TO ITS EFFECT UPON  
TITLE

1226 Bay St  
Eureka

[City], California 95501

which has the address of

[Street]

[ZIP Code] (herein "Property Address");

CALIFORNIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

VMP-76N(CA) (0307)  
Page 1 of 7

Form 3805  
Amended 9/99  
Initials: B M P

VMP Mortgage Solutions (800)521-7291



TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 06/15/2004  
June 15, 2004 and extensions and renewals thereof (herein "Note"), in the principal sum of  
U.S. \$25,000.00 , with interest thereon, providing for monthly installments of principal and interest, with the  
balance of the indebtedness, if not sooner paid, due and payable on July 1, 2029 ; the payment  
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the  
performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

Gerald Dunleavy  
Gerald Dunleavy

State of ~~Delaware~~ New Jersey

County of Burlington

On 28th Day of June 2004, before me

Leon A. Howard

, personally appeared

Gerald Dunleavy

, personally known to me

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Leon Howard  
Notary Public  
State of New Jersey  
Commission Expires 7-16-08

[Signature]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Benjamin M. Price (Seal)  
Benjamin M. Price -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

[Sign Original Only]

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Order No: 2256590c  
Reference No.: 000685385164/PRICE

**EXHIBIT "A"**

The land referred to in this report is situated In the State of California, County of **HUMBOLDT**, City of **EUREKA**, and described as follows:

LOT 38 OF HUNTOON ADDITION TO THE CITY OF EUREKA, AS PER MAP RECORDED IN BOOK 1A, PAGE 48 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

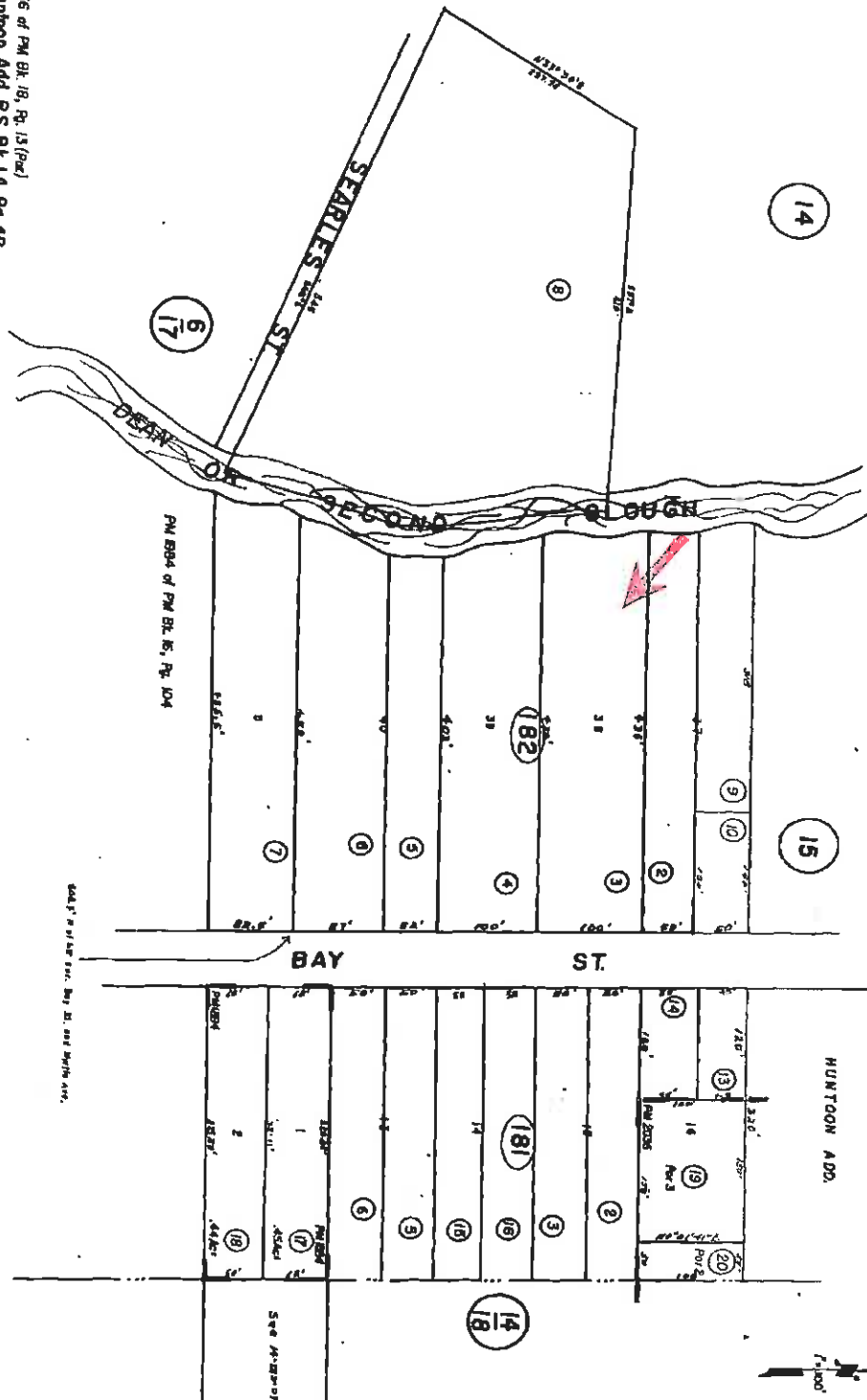
APN #: **002-182-003-000**

\* \* \* \* \*

CITY OF EUREKA

2-18

PM 2036 of PM BL 16, Pg. 13 (Pac)  
 For: Huntoon Add, RS. BL. 1A, Pg. 48



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Old Republic Title Company  
 Stanislaus



# OLD REPUBLIC

## TITLE COMPANY

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### Comparable Sales Data

PRICE BENJAMIN M  
1226 BAY ST, EUREKA 95501-1209  
APN: 002-182-03 HUMBOLDT COUNTY

#### Comparable Sales Data

No.	Address	Date	Price	\$/SF Bld/Area	RM/BR/Bth YB	Lot Area	Pool	Proxim.
<b>Subject Property</b>		//	N/A	N/A	//			
1 <input checked="" type="checkbox"/>	<u>2491 BAINBRIDGE ST</u>	02/25/2011	\$190,000	N/A	//			1.69MI.
2 <input checked="" type="checkbox"/>	<u>2022 EVERDING ST</u>	02/25/2011	\$235,000	N/A	//			1.43MI.
3 <input checked="" type="checkbox"/>	<u>2305 CALIFORNIA ST</u>	02/25/2011	\$272,500	N/A	//			1.80MI.
4 <input checked="" type="checkbox"/>	<u>1336 SANTA CLARA ST</u>	02/25/2011	\$85,000	N/A	//			.32MI.
5 <input checked="" type="checkbox"/>	<u>1450 LA POINTE RD</u>	02/24/2011	\$178,500	N/A	//			2.86MI.
6 <input checked="" type="checkbox"/>	<u>6345 BERRY LN</u>	02/22/2011	\$125,000	N/A	//			4.73MI.
7 <input checked="" type="checkbox"/>	<u>6345 BERRY LN</u>	02/18/2011	\$100,000	N/A	//			4.73MI.
8 <input checked="" type="checkbox"/>	<u>4050 D ST</u>	02/15/2011	\$122,500	N/A	//			2.49MI.
9 <input checked="" type="checkbox"/>	<u>1802 I ST</u>	02/15/2011	\$100,000	N/A	//			1.14MI.
10 <input checked="" type="checkbox"/>	<u>1635 EAST AVE</u>	02/15/2011	\$15,000	N/A	//			.45MI.
11 <input checked="" type="checkbox"/>	<u>2749 OCEAN AVE</u>	02/14/2011	\$174,000	N/A	//			2.32MI.
12 <input checked="" type="checkbox"/>	<u>2211 BRIARWOOD CIR</u>	02/14/2011	\$395,000	N/A	//			4.75MI.
13 <input checked="" type="checkbox"/>	<u>1534 ALLARD AVE</u>	02/09/2011	\$138,000	N/A	//			3.02MI.
14 <input checked="" type="checkbox"/>	<u>906 ALLARD AVE</u>	02/01/2011	\$139,000	N/A	//			2.76MI.
15 <input checked="" type="checkbox"/>	<u>1920 HAZELWOOD LN</u>	02/01/2011	\$155,000	N/A	//			4.53MI.

#### Area Sales Analysis

Total Area Sales	15	Median # of Bedrooms
Median Lot Size		Median # of Baths
Median Living Area		Median Year Built
Price Range - 2 Yrs	\$15,000 to \$395,000	Age Range
Median Value	\$139,000	Median Age

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